

REMARKS

In the application claims 1, 4-18, and 20-45 remain pending and presently stand rejected. The reconsideration of the rejection of the claims is, however, respectfully requested.

In the Office Action, pending claims 1, 4-18, and 20-45 were rejected under 35 U.S.C. § 103 as being rendered obvious over Abdel-Malek (U.S. Patent No. 6,959,235) in view of Yang (U.S. Publication No. 2001/0034673).

In response to the rejection of the claims, it is respectfully submitted that, to establish a *prima facie* case of obviousness, the references being relied upon must teach or suggest all of the claim elements. Furthermore, as set forth in MPEP § 2142, the Examiner bears the initial burden of factually supporting a *prima facie* conclusion of obviousness. If the Examiner does not produce a *prima facie* case of obviousness, the Applicant is under no obligation to submit evidence of non-obviousness.

Considering now the rejection of the claims, it is respectfully submitted that, as concerns the rejection of at least independent claims 1 and 20, the Examiner has not met the initial burden of factually supporting the *prima facie* conclusion of obviousness. In this regard, the Examiner has not even asserted that the combination of Abdel-Malek and Yang discloses, teaches, or suggests the claimed “causing a network of intelligent software agents to extract from the advance demand notice information concerning the one or more physical items.” Accordingly, since the Examiner has failed to assert that the references being relied upon teach or suggest all of the claim elements set forth in independent claims 1 and 20 as is required to support a *prima facie* conclusion of obviousness, it is respectfully submitted that the rejection of at least independent claims 1 and 20 must be withdrawn.

Considering the rejection of the claims still further, it is respectfully submitted that Abdel-Malek fails to disclose, teach, or suggest the claimed using of intelligent agents/computer instructions to move each of one or more physical items specified in an advance demand notice/work order (i.e., using information extracted from a work order within a customer maintenance system) *to a respective one of a plurality of geographic locations within a supply chain as a function of a probability* that each of the one or more physical items specified in the scheduled maintenance activity/work order will be needed to effect a repair procedure that is in keeping with the scheduled maintenance activity/work order. Rather, Abdel-Malek discloses a system in which items are moved *to a repair facility merely as a function of an item specified in a scheduled work order being stocked at the repair facility at a level below an established inventory threshold*. More particularly, Abdel-Malek expressly describes that, when a scheduled maintenance activity is provided to the maintenance and planning system (52), a parts ordering module (58) cooperates with the maintenance and planning system (52) to insure that the parts specified for use in the maintenance activity will be available in inventory at the repair facility, i.e., that inventory will be maintained at an optimum level. (Col. 10, lines 26-41).

Considering now Yang, it is respectfully submitted that Yang also fails to disclose, teach, or suggest the claimed using of intelligent agents/computer instructions to move each of one or more physical items specified in an advance demand notice/work order (i.e., in response to information being extracted from a work order within a customer maintenance system) *to a respective one of a plurality of geographic locations within a supply chain as a function of a probability* that each of the one or more physical items specified in the scheduled maintenance activity/work order will be needed to effect a repair procedure. Rather, Yang discloses nothing more than a method by which Abdel-Malek may establish the predetermined thresholds at which

inventory levels are to be maintained. In this regard, Yang discloses the desirability of using a long term forecast to anticipate needs for parts to thereby establish inventory thresholds at various nodes within a supply chain in hopes of avoiding excess inventories of certain parts and no availability of others. In other words, rather than be a responsive system such as the one claimed, the methodology disclosed within Yang is utilized before the parts are even indicated to be needed. Thus, while the disclosure within Yang might be said to *supplement* the disclosure within Abdel-Malek, i.e., Yang discloses a method for establishing the predetermined inventory thresholds utilized by Abdel-Malek, it is evident that nothing from Yang can be said to suggest *modifying* Abdel-Malek to arrive at a system such as the one claimed, namely, one that actively functions to move items within the supply chain *in response to a work order/scheduled maintenance activity being entered into a customer maintenance system with the items being moved to locations within the supply chain as a function of a probability that the items will be needed for use in the maintenance activity*.

In sum, it is respectfully submitted that, when Abdel-Malek and Yang are fully and fairly considered in their entirety, neither Abdel-Malek nor Yang, whether considered alone or in combination, can be said to disclose each and every element set forth in the claims as is required to maintain a *prima facie* case of obviousness. For this reason, it is respectfully submitted that the rejection of the claims must be withdrawn.

CONCLUSION

It is respectfully submitted that the application is in good and proper form for allowance. Such action of the part of the Examiner is respectfully requested.

Should it be determined, however, that a telephone conference would expedite the prosecution of the subject application, the Examiner is respectfully requested to contact the attorney undersigned.

The Commissioner is authorized to charge any fee deficiency or credit overpayment to deposit account 50-2428 in the name of Greenberg Traurig.

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By:

Respectfully Submitted;



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